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bar the complainant has failed to establish a concluded contract between the parties. The evidence shows a contract executed by a committee of directors, which was subject to ratification by the stockholders who rejected it.

2. CORPORATIONS—*Liquidation—Power of directors—Purchase of stock.* After the stockholders of a corporation have taken the necessary steps to effect the dissolution of a corporation and are endeavoring to liquidate its indebtedness, the functions of the board of directors are in effect suspended. They cannot purchase for the company the stock of one of its shareholders who has full knowledge of all the facts with its property at a price which will create inequality amongst the stockholders. Such an act would be a fraud on the other stockholders.

BRISTOL IRON & STEEL CO. v. CALDWELL, TRUSTEE, AND OTHERS.—

Decided at Wytheville, July 22, 1897.—*Harrison, J.*

1. CHANCERY PRACTICE—*Decrees to sell land—Amounts and priorities of liens.* It is error to decree a sale of real estate to pay liens thereon until the amounts and relative priorities of such liens have been first ascertained.

COMBS v. COMMONWEALTH.—Decided at Wytheville, July 22, 1897.

Keith, P.

1. MISDEMEANORS—*Appeals from justices—When taken.* Appeals from the decisions of justices of the peace in misdemeanor cases must be taken at the time of the rendition of the judgment appealed from. They cannot be taken afterwards.

KIMBALL & FINK, RECEIVERS OF THE NORFOLK & WESTERN RAILROAD Co. v. GEORGE L. CARTER.—Decided at Wytheville, July 22, 1897.—

Keith, P.

1. BILLS OF EXCEPTION—*Failure to point out objections—Failure to give answers to questions objected to.* The Court of Appeals will not consider bills of exception which do not point out specifically the objectionable ruling of the trial court. Nor will it consider objections to questions propounded to a witness which he is allowed to answer unless the answers are given. The court cannot determine the relevancy or value of the evidence in the absence of such answers.

2. RAILROADS—*Enclosed lands—What constitutes enclosures.* Enclosed lands within the meaning of the statute requiring railroads to fence their roadbeds are lands surrounded by a fence, and a fence is a visible or tangible obstruction which may be a hedge, ditch, wall, or a frame of wood, or any line of obstacle interposed between two portions of land so as to part off and shut in the land and set it off as private property. The fence need not be a lawful fence.

3. RAILROADS—*Enclosures—Ditch part of way.* The statute requires railroad companies to fence their entire right of way throughout the enclosure through which it passes. A ditch, though sufficient to prevent the passage of stock, does not answer the requirement of the statute unless it extends the entire length of such enclosure.

4. RAILROADS—*Enclosed lands—Several tracts constituting one boundary.* If the lessee from different owners of several tracts of land, constituting one boundary, has an enclosure around the entire boundary, then the lands are enclosed within